

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (the "Management Agreement") is made and entered into as of the Closing Date by and between the Sellers listed on the signature page of this Management Agreement, Golden Restaurant Operations, Inc. ("Golden") and McDonald's Corporation ("Parent").

RECITALS

A. Sellers, Golden and Parent have entered into an Asset Purchase Agreement dated as of November 30, 1999 (the "Asset Purchase Agreement") and are closing the transactions contemplated thereunder as of the date hereof.

B. During the Term (as defined below) of this Management Agreement, Sellers desire to engage Golden to perform certain management services relating to the Delayed Transfer Property, the Managed Stores (as defined below) and the Post-Closing Excluded Stores (as defined below) and Golden desires to perform such services, on the terms and provisions set forth in this Management Agreement.

C. "Managed Stores" means each of the Stores located on Delayed Transfer Property, including those that become Excluded Stores after the date hereof ("Post-Closing Excluded Stores"). "Managed Business" means the Managed Stores together with any Delayed Transfer Property.

D. Capitalized terms used in this Management Agreement, which are not otherwise defined herein shall have the meanings given to them under the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Engagement/Term. Sellers hereby engage Golden and Golden agrees to provide general and daily supervision, administrative, management and operational services (collectively the "Services") to all of the Managed Stores during the Term of this Management Agreement. Such Services shall include, but not be limited to, daily management and supervision of all restaurant operations, information technology, training, hiring and supervision of all personnel (who shall be hired by Golden and shall no longer be employees of Sellers), payroll, purchasing, accounting, record keeping, general office services, and advertising and marketing. "Term" means the period of time from the date hereof through (i) with respect to each Real Property or Real Property Lease constituting Delayed Transfer Property that is not a Post-Closing Excluded Store (and any related Third Party Leases and Store-specific Governmental Permits), the date Buyer takes title or assignment of the Real Property or the Real Property Lease relating to such Managed Store; (ii) with respect to each Post-Closing Excluded Store, the date on

which Golden fulfills its obligations pursuant to the immediately following paragraph and, if the Post-Closing Excluded Store is subject to a Real Property Lease, the later of such date and the date on which Sellers have rejected such Real Property Lease in accordance with the provisions of the Asset Purchase Agreement, (iii) with respect to any Contract constituting Delayed Transfer Property, the earlier of the date Buyer (a) takes in accordance with the Asset Purchase Agreement an assignment and assumption of a Contract constituting Delayed Transfer Property, or (b) in the case of an Undetermined Contract, elects to exclude such Undetermined Contract by adding it to Part C of Schedule 1.1.4 (and Sellers reject such Undetermined Contract in accordance with the provisions of the Asset Purchase Agreement), or (iv) with respect to any Third Party Lease, the earlier of the date upon which Buyer (a) takes title or assignment of the related Real Property or Real Property Lease or (b) elects to exclude such Real Property or Real Property Lease in accordance with the terms of the Asset Purchase Agreement and, in the case of a Real Property Lease, Sellers have rejected such Real Property Lease in accordance with the provisions of the Asset Purchase Agreement.

Within twenty days of the date a Managed Store becomes an Excluded Store pursuant to the Asset Purchase Agreement, Golden shall, in a manner complying with the applicable Real Property Lease, if any: (a) remove all Inventory and Personal Property located at such Post-Closing Excluded Store; (b) repair any damage caused by such removal; (c) leave such Post-Closing Excluded Store in a broom clean condition; and (d) turn over all keys to such site to Sellers (if located at Real Property) and to landlord (if located at a Real Property Lease).

2. Standard of Conduct; Limitation of Liability/Damages. Golden covenants that the Services shall be furnished to Sellers in a professional and diligent manner, in accordance with applicable law, and consistent with the manner in which Golden manages the Business. Notwithstanding the preceding sentence, in the event that no Stores are transferred at the Closing, until such time as a Store is transferred pursuant to the terms of the Asset Purchase Agreement, such Services related to Managed Stores shall be furnished substantially consistent with the manner in which the Stores were managed as of the Closing Date.

3. Compensation/Operating Cash Flow. As compensation for Golden's Services hereunder, during the Term of this Management Agreement, Golden shall be entitled to collect and retain all receipts from the Managed Business, including sales at all of the Managed Stores and all rents and other fees, if any, due under any Third Party Leases (collectively "Receipts"). Golden agrees to pay all expenses (including but not limited to payroll, food, paper and other inventories and utilities) relating to the operation of the Managed Business. In the event that Receipts are insufficient to meet the expenses of the Managed Business, Golden shall bear such loss and provide additional funds to satisfy such obligations.

4. Occupancy Charges. Golden shall pay when due all rent and other related payments (including but not limited to taxes (which shall be prorated in the manner prescribed by Sections 2.4.1 and 9.1 of the Asset Purchase Agreement as if the assets

constituting the Managed Business were Purchased Assets as of the Closing Date), common area maintenance costs and utilities) with respect to each Managed Store, the BCI Support Center (if a Delayed Transfer Property) or property that is the subject of a Third Party Lease (except to the extent such obligations are dischargeable by the Third Party Lessee in accordance with the Third Party Lease (collectively “Occupancy Charges”); provided that in the event that a third party lessor requires that any Occupancy Charges be paid by any Seller during the term of this Management Agreement, Golden shall remit to such Seller an amount equal to such Occupancy Charges and Seller, from such remitted amount, shall make such payment.

5. Insurance. Golden will procure or provide (in the event that Golden or Parent is self-insured consistent with applicable laws) comprehensive public liability insurance with respect to the Managed Business, with minimum limits of not less than \$10 million per occurrence. Sellers will maintain insurance relating to: (a) the building and improvements related to each Managed Store or Third Party Lease (to the extent such insurance is now maintained by Sellers) at the minimum required by the Real Property Leases relating thereto, if any; or (b) the replacement value for such building and improvements related to each Managed Store or Third Party Lease (to the extent such insurance is now maintained by Sellers if located on Real Property). Golden shall reimburse Sellers for any insurance premiums (including pre-paid premiums paid prior to the Closing Date) actually paid by Sellers required pursuant to this Section 5 promptly after Golden’s receipt of invoices relating thereto.

Golden agrees to use its commercially reasonable efforts to name Sellers and, as to Real Property owned by GECC, GECC, as additional insureds as their interests may appear, with respect to any policies of insurance obtained by Golden.

Each Seller agrees to use its commercially reasonable efforts to name Golden and Parent as additional insureds with respect to any policies of insurance maintained by such Seller with respect to Managed Stores or buildings and improvements related to Third Party Leases.

6. Representations, Warranties and Covenants of Sellers. Sellers each jointly and severally hereby represent and warrant to Golden and Parent as follows:

(a) Each Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Each Seller is duly qualified or licensed to do business as a foreign entity in good standing in all jurisdictions in which the character or the location of the assets owned or leased by it or the nature of the business conducted by it requires licensing or qualification.

(b) Giving pro forma effect to the Confirmation Order or Sale Order, as the case may be, the execution, delivery and performance of this Management Agreement by Sellers have been duly and validly authorized by all necessary action on the part of Sellers. This Management Agreement constitutes the legal, valid and binding obligation of Sellers, enforceable against Sellers in accordance with their respective

terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles relating to or limiting creditors' rights generally.

(c) Giving pro forma effect to the Confirmation Order or Sale Order, as the case may be, the execution, delivery and performance of this Management Agreement by Sellers will not violate the provisions of, or constitute a breach or default whether upon lapse of time and/or the occurrence of any act or event or otherwise under (i) the organizational documents of Sellers, (ii) any law to which Sellers are subject, or (iii) any agreement, contract, instrument, mortgage, lien or other document to which Sellers are a party. Other than the filings under the HSR Act, and the approval of the Bankruptcy Court, no other consent, approval, order or authorization of, or representation, declaration or filing with governmental entity is required to be obtained or made by or with respect to Sellers in connection with the execution or delivery of this Management Agreement by Sellers or the transactions contemplated by this Management Agreement by Sellers.

7. Post-Closing Contractual Compliance. Golden shall comply in all material respects with the terms of, and satisfy all liabilities with respect to, all Delayed Transfer Properties and Third Party Leases (except to the extent that the relevant parcel of real property is Excluded Real Property or subject to an Excluded Real Property Lease as of the Closing Date).

8. Sellers' Indemnification Obligation with Respect to Undetermined Real Properties and Undetermined Real Property Leases. Sellers shall indemnify Buyer for all Environmental Liabilities incurred by Buyer and not caused or permitted by Buyer as a result of Buyer's management of Stores located on Undetermined Real Property or subject to Undetermined Real Property Leases which Buyer subsequently elects not to take title to or rejects or Post-Closing Excluded Stores, as applicable.

"Environmental Liabilities" means all liabilities, including reasonable expenses of counsel resulting from the defense of such liabilities, incurred, directly or indirectly, pursuant to any federal, state, foreign or local law, statute, ordinance, rule, regulation, code, license, permit, authorization, approval, consent, legal doctrine, order, judgment, decree, injunction, requirement or agreement with any governmental agency, relating to (A) the protection, preservation or restoration of the environment, (including, without limitation, air, water vapor, surface water, groundwater, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resource), or to indoor air quality or human health or safety or (B) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release or disposal of hazardous substances, including, without limitation, the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, the Federal Water Pollution Control Act of 1972, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976 (including the Hazardous and Solid Waste Amendment thereto), the Federal Solid Waste Disposal Act, the Federal Toxic

Substances Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, and the Federal Occupational Safety and Health Act of 1970, in each case as amended and (ii) any common law or equitable doctrine (including, without limitation, injunctive relief and tort doctrines such as negligence, nuisance, trespass and strict liability) that may impose liability or obligations for injuries or damages due to, or threatened as a result of, the presence of or exposure to any hazardous substance.

9. Representations, Warranties and Covenants of Golden and Parent. Golden and Parent each as to itself hereby represents, warrants and covenants to Sellers as follows:

(a) Each of Golden and Parent is duly organized, validly existing and in good standing under the laws of the State of Delaware and have all requisite power and authority to own and operate their respective businesses.

(b) Each of Golden and Parent have full power and authority to execute, deliver and perform this Management Agreement. The execution, delivery and performance of this Management Agreement have been duly authorized by each of Golden and Parent and no other action or proceeding on the part of Golden or Parent is necessary to authorize this Management Agreement or the performance thereof. This Management Agreement has been duly and validly executed and delivered by each of Golden and Parent and constitutes a legal, valid and binding obligation of Golden and Parent, enforceable in accordance with its terms.

(c) Other than the filings under the HSR Act, and the approval of the Bankruptcy Court the execution, delivery and performance of this Management Agreement by each of Golden and Parent will not (with or without the giving of notice or the lapse of time or both) (i) violate or require any consent or approval under any applicable provision of any order, injunction, rule, regulation or law applicable to Golden or Parent; (ii) require any consent under, conflict with, constitute default under, or otherwise violate the terms of any agreements, instruments or other obligations to which either Golden or Parent is a party or by which it or any of its property may be bound that has not been obtained; or (iii) require any consent or approval by, notice to or registration with any governmental authority having jurisdiction over Golden or Parent. In the event at any time during the term of this Management Agreement any consents, approvals, notices or registrations are required in connection with the performance of this Management Agreement, Golden and Parent shall take all necessary and appropriate steps to obtain or file such consents, approvals, notices or registrations.

(d) Golden agrees to use reasonable commercial efforts to comply with all governmental laws, regulations, and orders applicable to its operations with respect to performing the Services as contemplated by this Management Agreement.

10. Sellers' Compliance with Terms of Contracts and Real Property Leases. Sellers shall not enter into, renew, terminate or amend and shall (except for those

obligations to be performed by Golden pursuant to the terms of this Agreement) comply in all respects with the terms of all Delayed Transfer Property and shall provide Golden with a copy, within 24 hours of receipt, of any notice or communication from any landlord or counterparty with respect to any Delayed Transfer Property or Post-Closing Excluded Stores.

11. Maintenance of Sellers Permits. Sellers shall cooperate with Golden to maintain in good standing and keep in full force and effect all Government Permits applicable to the Managed Business. Buyer shall be responsible for all reasonable costs (including reasonable costs of counsel) of Sellers pursuant to this Section 11.

12. Independent Contractor. Sellers and Golden agree that, with respect to the subject matter of this Management Agreement, the legal relationship shall be that of independent contractor and neither Sellers or Golden shall be an agent, employee or representative of the other. Nothing contained herein shall be construed to create an agency, employment, franchise or representative relationship or a relationship of partners or joint venturers. Golden will have neither express nor implied power or authority to execute, amend, renew or terminate any agreements on behalf of Sellers.

13. Indemnification.

(a) Except with respect to any Sellers Actions (as defined below), Golden and Parent each shall indemnify, defend and hold Sellers (and each of their respective officers, directors, employees consultants and affiliates) harmless from and with respect to any and all claims, liabilities, losses, damages, costs and expenses (including without limitation the reasonable fees and disbursements of counsel) related to or arising, directly or indirectly, out of: (i) any liabilities relating to any act or omission by Golden or any of its employees or agents with respect to the Managed Business or (ii) any failure by Golden or Parent to discharge any obligation or undertaking made by them under this Management Agreement. "Sellers Actions" means any action directly attributable to, or resulting from any action undertaken by any of the Sellers at or relating to the Managed Business on or subsequent to the date of this Management Agreement.

(b) Sellers shall, jointly and severally, indemnify, defend and hold Golden and Parent (and each of their respective officers, directors, employees consultants and affiliates) harmless from and with respect to any and all claims, liabilities, losses, damages, costs and expenses (including without limitation the reasonable fees and disbursements of counsel) related to or arising, directly or indirectly, out of any failure by Sellers to discharge any obligation or undertaking made by them under this Management Agreement.

(c) An indemnifying party shall, after receipt of written notice from an indemnified party of any claims, liabilities, losses, damages, costs and expenses recognized by the indemnifying party as indemnification obligations pursuant to this Section 13, appoint counsel reasonably satisfactory to the indemnified party for the

purpose of defending or contesting such claims, liabilities, losses, damages, costs and expenses.

14. General Terms.

(a) This Management Agreement shall not be assignable by any party, in whole or in part, without the prior written consent of any other affected party. Notwithstanding the preceding sentence, Golden may assign its rights and obligations hereunder to Parent or any of Parent's direct or indirect wholly owned subsidiaries.

(b) This Management Agreement, the Asset Purchase Agreement and the Related Documents constitute the entire understanding and agreement of the parties with respect to the subject matter hereof. Except as otherwise expressly provided herein, this Management Agreement may not be changed, modified or amended except in a writing signed by the affected parties. All previous negotiations and understandings among the parties are merged into this Management Agreement, and there are no warranties, agreements or understandings express or implied, except such as are expressly set forth herein. Nothing in this Management Agreement shall be deemed to limit or otherwise impair any rights or obligations contained in the Asset Purchase Agreement.

(c) Any notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if hand-delivered, delivered by facsimile or overnight courier, or if mailed by certified or registered mail, postage prepaid and return receipt requested, and as set forth-hereinafter (or at such other address for a party as shall be specified by like notice; provided that notice of a change of address shall be effective only upon receipt thereof):

To Golden - Golden Restaurant Operations, Inc.
 c/o McDonald's Corporation
 One McDonald's Plaza
 Oak Brook, IL 60523
 Attention: General Counsel

To Sellers - Akin, Gump, Strauss, Hauer and Feld, L.L.P.
 1500 Bank of America Plaza
 300 Convent Street
 San Antonio, Texas 78205
 Attention: Cecil Schenker, Esq.

(d) This Management Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns, wherever the context admits or requires.

Exhibit A

(e) This Management Agreement may be executed in two or more counterparts and by facsimile, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(f) Any waiver of any provision of this Management Agreement by any party may be made only by written notice to the other. No waiver of any breach or default hereunder shall be deemed to constitute a waiver of any other breach or default.

(g) This Management Agreement and the legal relationships between the parties shall be interpreted, construed and informed in accordance with the laws of the State of New York applicable to contracts made and performed in such State and without regard to conflicts of law doctrines.

IN WITNESS WHEREOF, the parties have duly executed this Management Agreement as of the date above written.

Golden Restaurant Operations, Inc.

By: _____

Name: _____

Title: _____

McDonald's Corporation

By: _____

Name: _____

Title: _____

SELLERS, each as a debtor and debtor-in-possession

BOSTON CHICKEN, INC.,

BC REAL ESTATE INVESTMENTS, INC.,

By:

Name: Greg Uhing

Title: Senior Vice President

By:

Name: Greg Uhing

Title: Senior Vice President

BCI MAYFAIR, INC.

BCI R&A, INC.,

Exhibit A

By:
Name: Greg Uhing
Title: Senior Vice President

BCI MASSACHUSETTS, INC.,

By:
Name: Greg Uhing
Title: Senior Vice President

BCI SOUTHWEST, INC.,

By:
Name: Greg Uhing
Title: Senior Vice President

MAYFAIR PARTNERS, L.P.,

By: BCI Mayfair, Inc., as General Partner

By:
Name: Greg Uhing
Title: Senior Vice President

BC NEW YORK, L.L.C.,

By: Boston Chicken, Inc., Manager

By:
Name: Greg Uhing
Title: Senior Vice President

BC SUPERIOR, L.L.C.,

By: Boston Chicken, Inc., Manager

By:
Name: Greg Uhing
Title: Senior Vice President

By:
Name: Greg Uhing
Title: Senior Vice President

BCI WEST, INC.,

By:
Name: Greg Uhing
Title: Senior Vice President

MID-ATLANTIC RESTAURANT
SYSTEMS, INC.,

By:
Name: Greg Uhing
Title: Senior Vice President

BC GREAT LAKES, L.L.C.,

By: Boston Chicken, Inc., Manager

By:
Name: Greg Uhing
Title: Senior Vice President

BC GOLDENGATE, L.L.C.,

By: Boston Chicken, Inc., Manager

By:
Name: Greg Uhing
Title: Senior Vice President

BC HEARTLAND, L.L.C.,

By: Boston Chicken, Inc., Manager

By:
Name: Greg Uhing
Title: Senior Vice President

Exhibit A

BC TRI-STATES, L.L.C.,

By: Boston Chicken, Inc., Manager

By:

Name: Greg Uhing

Title: Senior Vice President

FINEST FOODSERVICE, L.L.C.,

By: Boston Chicken, Inc., Manager

By:

Name: Greg Uhing

Title: Senior Vice President

P & L FOOD SERVICES, L.L.C.,

By: Boston Chicken, Inc., Manager

By:

Name: Greg Uhing

Title: Senior Vice President

R&A FOOD SERVICES, L.P.,

By: BCI R&A Inc., as General Partner

By:

Name: Greg Uhing

Title: Senior Vice President

BC BOSTON, L.P.,

By: BCI Massachusetts, Inc., as General Partner

By:

Name: Greg Uhing

Title: Senior Vice President

BCE WEST, L.P.,

By: BCI West, Inc., as General Partner

By:

Name: Greg Uhing

Title: Senior Vice President

B.C.B.M. SOUTHWEST, L.P.,

By: BCI Southwest, Inc., as General Partner

By:

Name: Greg Uhing

Title: Senior Vice President

BUFFALO P&L FOOD SERVICES, INC.,

By:

Name: Greg Uhing

Title: Senior Vice President

CONSENTED TO:

GENERAL ELECTRIC CAPITAL
CORPORATION,

as Agent for Participants in Master Lease
Agreement No. 2

By:

Name: Daniel P. Gioia

Title: Senior Risk Manager

BANK OF AMERICA, N.A. (formerly known as
Bank of America National Trust and Savings
Association)

as Agent under the Revolving Credit Agreement

By:

Name:

Title:

